



City of Norfolk

EMERGENCY RFP 4813-0-2016

JAIL SECURITY MANGEMENT SYSTEM

Issuing Office: Office of the Purchasing Agent

Attn: Danny Hawk, Procurement Specialist

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Norfolk, VA 23510

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Issued: August 26, 2015

RFP OPENING DATE AND TIME: September 22, 2015

2:00 p.m. Eastern Time

ACKNOWLEDGE RECEIPT OF ADDENDUM: #1_____ #2_____ #3_____ #4_____ (Please Initial)

THE UNDERSIGNED AGREES TO PERFORM ANY CONTRACT AWARDED AS A RESULT OF THIS RFP, IN ACCORDANCE WITH THE REQUIREMENTS OF AND ATTACHED AGREEMENT TERMS & CONDITIONS SPECIFIED HEREIN. THE SIGNATURE BELOW SHALL BE PROVIDED BY AN AGENT AUTHORIZED TO BIND THE COMPANY. FAILURE TO EXECUTE THIS PORTION MAY RESULT IN REJECTION OF THE OFFEROR'S PROPOSAL.

Offeror Legal Name:	
Virginia State Corporation Commission Number:	
Offeror Contact Name:	
Offeror Contact E-mail Address:	
Offeror Contact Telephone Number:	
Authorized Agent Signature:	
Authorized Agent Name (Printed):	
Authorized Agent Contact E-mail:	
Authorized Agent Contact Phone:	

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SECTION I – BACKGROUND, PURPOSE AND SCOPE OF SERVICES

A. Background:

The City Norfolk, Virginia (the “City”) has approximately 237,000 residents and approximately 60,000 households. It has more than 100 diverse neighborhoods and occupies an area of 66 square miles, including 10 square miles of water. The Norfolk City Jail (“NCJ”) physical plant consists of Tower I, an eight (8) story building constructed in 1962, a two-story Community Corrections building constructed in 1989, and an eight (8) story building (Tower II) constructed in 1997 and connected to Tower I. The NCJ is located within the City of Norfolk’s municipal complex.

The inmate population consists of both male and female adults and a small number of certified juveniles. The inmate population ranges from pre-trial, post-trial, and convicted to those awaiting transfer to a state correctional facility.

The existing jail security management system covers the door controls, cameras and intercom system. The current system was installed in 1997 and is a Norment system with a software configuration of Windows 95.

B. Purpose:

The Norfolk Sheriff Office (“NSO”) seeks proposals from qualified Offerors to furnish labor, goods and services, to deliver, configure, and install a comprehensive and fully integrated turnkey upgrade/replacement to the existing NSO Jail Security Management System with the most cost effective, proven technology.

C. Scope of Services:

Offerors shall provide a jail management system, installation, customization, configuration, training and ongoing maintenance and support services for a period of five (5) years with five (5) optional one-year renewals.

The Offerors shall determine the best solution for either new installation or a combination of new and existing system components in accordance with the information obtained at the pre-proposal conference and site inspections. Offerors are encouraged to use the most up to date technology in their proposals, to include upgrading the existing fiber and cameras to an IP based system. Ocularis is the current City standard. The Offerors shall ensure compatibility and connectivity with all existing public safety systems utilized by the NSO. A preferred solution is one that has been implemented successfully in other municipal jail facilities, with comparable environmental, geographical and existing system equipment and conditions similar to the NSO. The solution must provide flexibility for further implementations and advances in technology.

Offerors shall dispose of NSO property of a sensitive nature in a secure manner.

No changes to the existing jail management system shall be made without notification to and approval by the NSO Project Officer.

1. System Technical Requirements:

Offerors responsibilities for this project shall include supplying the following Customizable off the Shelf ("COTS") products and services:

- a) The Offerors shall ensure that the system does not conflict with other NSO or other public safety systems currently in use. The NSO elevator systems will be independent of the Detention Programmable Logic Controller ("PLC") system and interface equipment.
- b) The system will operate independently of the existing NSO and City IP based network. Any control or viewing to the system will be conducted on the established "security network" or securely through a firewall provided with the system.
- c) Provide system security features for flexible restrictions depending upon NSO needs. All security shall be able to limit access at any level and configurable by the NSO.
- d) The City prefers the system upgrade/replacement to be completely non-proprietary in every respect from the PLC and software to the equipment enclosure cabinets. The architecture shall allow for simple integration of other 3rd party equipment as well as accommodating future expansion.
- e) The upgraded system shall be manufactured to current federal, state, local, Department of Criminal Justice Services and Virginia Department of Corrections standards and requirements.
- f) The City prefers proposals that include non-proprietary software which is off the shelf.
- g) Non-proprietary Dynamic Link Libraries ("DLL") or other encrypted software is preferred.
- h) All Graphical User Interface ("GUI") software is preferred to be non- proprietary, and standard, off the shelf Supervisory, Control and Data Acquisition ("SCADA") system. The GUI software manufacturer shall produce SCADA related software for at least ten (10) years and shall provide on-site support services with two (2) hours of notification by the NSO.
- i) The selected Offeror shall provide an escrow of source codes, programming passwords and schedules for the duration of the project implementation, warranty and contract term.
- j) The selected Offeror shall provide system patches, software updates, as needed and scheduled with NSO.
- k) The existing system and the new upgraded system shall operate at the same time during the upgrade to ensure no problems are encountered in the NSO daily operations.

2. Offerors Qualifications:

- Class "A" Virginia General Contractor License shall be required of either the prime offeror or the sub-offeror who is proposed to perform any building modifications and/or alterations required for installation of the proposed system.
- Department of Criminal Justice Services License
- Offerors shall demonstrate completed and functional installation of the proposed system or recent version of the proposed system in a minimum of five (5) jail or correctional facilities within the last ten (10) years from the issuance date of this RFP.

3. Project Manager Qualifications:

The Offeror shall appoint a single Project Manager who shall be the main point of contact regarding the project for the NSO. The Project Manager shall meet the following minimum qualifications:

- Project Manager shall have installed the proposed system, in the project manager role, in a minimum of three (3) other jail or correctional facilities.

The key personnel and subcontractors submitted by the Offeror in its Proposal and thereafter accepted by City are considered essential to the Offeror's qualifications. The Offeror may not replace, substitute or augment any key personnel or sub-contractor without prior written approval of the City. A request to replace or substitute any key personnel or subcontractor for any reason, shall be provided to the City Project Officer at least fifteen (15) calendar days in advance of such proposed replacement or substitution and the request shall contain sufficient justification, including identification of the proposed substitute and his/her qualifications, in sufficient detail to permit evaluation by the City.

The Offeror shall not remove or replace the approved Project Manager without written approval of the City. In cases of the approved Project Manager's prolonged illness or other extended leave of absence, Offeror shall provide an interim Project Manager whose continued work on the project shall be subject to approval by the City.

In the event of the Project Manager's resignation or termination from the Offeror's employment, the Offeror shall replace the Project Manager with an individual with similar qualifications and experience and only with the City's prior written approval.

4. Work Plan:

Offerors shall provide a narrative rendition and a graphical version of the Work Plan. It must show all required tasks and sub-tasks, which tasks are on the critical path, and how the tasks are to be accomplished. The following milestones shall be included: delivery, installation and configuration, initial testing, initial conversion and testing, full conversion, training, and implementation. The plan must also show who (individual or group) is assigned each task, and a timetable for accomplishment.

- a) Offerors shall clearly identify which tasks will be performed by the Offeror and which are the responsibility of the NSO.
- b) Offerors shall provide a description of the deliverables as they relate to the required tasks as specified in the technical work plan.
- c) The Offeror shall work off the provided work plan, any modifications to the work plan must be agreed upon prior to the implementation of the changes in the Work Plan.
- d) The Offeror shall establish a bi-monthly or as needed meeting with NSO to provide review Work Plan status.

5. System Testing and Acceptance Plan:

The Acceptance Plan outlined below shall be followed and any subsequent software releases, upgrades, and enhancements. The Offeror shall make a statement of agreement with the Acceptance Plan and shall propose alternative wording for those items with which the Offeror takes exception.

During the acceptance period, the current system and the proposed system shall be operational to ensure that NSO can accomplish its mission and various public safety functions.

Acceptance Plan

Stage 1 - Delivery, Installation, and Certification:

- The Contractor shall certify delivery and installation of all Systems components.
- Complete Systems Administrator Training.
- The Contractor shall verify that all user defined tables are properly entered or converted.
- The Contractor shall certify that all Systems components, user defined tables, are operational, and ready for the City's use.

Stage 2 - Validation Test:

- The City will conduct a Validation Test beginning on the first working day after receipt of written Certification that all Systems components are ready and available for use by the City.
- The Validation Test periods will consist of thirty (30) calendar days. At any time during a 30-day Validation Test period, the City has the option to declare a Validation Test complete.
- During the Validation Test periods, the Jail Security Management System (the "System") shall operate properly and in compliance with the Contractor's proposal and resulting agreement and Systems functionality contained in this RFP including all interfaces.
- The City's Project Officer, along with the Contractor's Project Manager will ensure that:
 - Each functional specification is met.
 - The installation, testing and cut-over of the System does not cause interruption, deviation, or degradation of existing services and capabilities.
 - All documentation matches the functionality of the installed System.

The Contractor shall be responsible for providing the equipment and technicians required for making corrective adjustments to the System as required following discovery of problems or errors as a result of any Validation Test.

If at any time during a 30-day Validation Test period, the City discovers a failure to meet the Performance Standard, any malfunction, or non-conformity of the System to the requirements or the Contractor's published documentation, the City will provide the Contractor with written Notice of failure. The Contractor will have five (5) calendar days to correct the failure. The Validation Test period will be restarted upon installation of the corrected software. The number of restarts for the Validation Test period shall not exceed two (2). Following a second restart, failure of the System to meet the requirements or the Contractor's published Documentation, shall, at the option of the City, constitute a default.

Upon successful completion of a Validation Test, the City will issue written Notice to the Vendor and will implement the System in a production environment and proceed to the Acceptance Test stage.

Stage 3 - Acceptance Test

The Acceptance Test period will consist of ninety (90) calendar days. At any time during a 90-day Acceptance Test period, the City has the option to declare Acceptance. The City will evaluate all performance results and prepare an acceptance letter within five (5) days after completion of the Acceptance Test if: the Performance Standard is attained during the Acceptance Test period, and

- The City determines that the System satisfies the City's needs, and

- All training has been completed, and
- All documentation and all other deliverables have been received.

The Contractor shall be responsible providing the equipment and technicians required for making corrective adjustments to the Systems as required following discovery of problems or errors as a result of any Acceptance Test.

6. Training:

Offeror shall furnish a training plan with documentation to prepare administrators, end users and technical/maintenance personnel to use and to configure and fine tune the system that is subject to prior written NSO approval.

Personalized training shall be provided by the System manufacturer for the System administrators, maintenance and technical personnel on all major System components. The location of the training shall be at the NCJ facility or a mutually agreed upon location. This training shall accommodate a maximum of 20 employees. This training shall be broken up into 2 parts, administrator and technical.

The training for all end users or operators of the system shall consist of a train-the-trainer model. Training shall be conducted on site at the NCJ facility or a mutually agreed upon location. This training shall accommodate a maximum of 15 employees per session, and total of 60 employees will need training. This training shall begin 60 days prior to system use to ensure all the end users are properly trained.

7. Warranty:

Equipment shall have a minimum of one (1) year parts and “on-site” labor warranty by the Offeror. The warranty period shall begin upon successful completion and City acceptance of the installation of all equipment. This warranty shall also include such items as needed to ensure optimal performance.

The selected Offeror shall be required to respond to on-site warranty service and/or requests within a two (2) hour time period. If equipment cannot be repaired within twenty-four (24) hours after notification, loaner equipment shall be provided until repairs are made. Any cost associated with this requirement shall be the responsibility of the successful Offeror.

All warranty and support coverage must be 24 hours a day 365 days a year.

SECTION II – INSTRUCTIONS TO OFFERORS

A. Contract Term:

The contract term shall be for five (5) years, with the City's right to renew for five additional one-year periods.

B. Contact with City Staff, Representatives, and/or Agents:

Direct contact with City staff, NSO staff, representatives, and/or agents other than the Issuing Office staff on the subject of this RFP or any subject related to this RFP is expressly prohibited except with the prior written permission of the Purchasing Agent.

C. Offerors of Record:

Offerors receiving a copy of this RFP from a source other than the Issuing Office, DemandStar (www.demandstar.com) or eVA (www.eva.virginia.gov) shall contact the Issuing Office to confirm registration.

D. **MANDATORY** Pre-proposal Conference & Site Visit:

A MANDATORY pre-proposal conference will be held on **August 31, 2015 at 11:00 AM EST at the Norfolk City Jail** in order to obtain clarification of the specifications and requirements of the work. Potential Offerors shall bring a valid State Issued photo ID. No work tools will be permitted inside the Jail unless approved by the Jail Security. Because the City considers it critical that all Offerors obtain a clear understanding of the specifications and requirements of the work, **ATTENDANCE AT THE PREPROPOSAL CONFERENCE IS MANDATORY IN ORDER TO QUALIFY AS AN OFFEROR.** Proposals will be accepted only from those Offerors who are represented at the pre-proposal conference. Offerors arriving after the start of the pre-proposal conference will not be recorded as in attendance.

E. Questions and Addenda:

Successful Offerors shall carefully examine this RFP and any Amendment(s). Offerors are responsible for seeking clarifications, in writing, of any ambiguity, conflict, omission, or other error in this RFP. Questions shall be addressed to Danny Hawk, Procurement Specialist, at danny.hawk@norfolk.gov. If the answer materially affects this RFP, the information will be incorporated into an Addendum and posted on DemandStar or eVA. This RFP and any Addenda shall be incorporated by reference into any resulting Agreement. Offeror is responsible for checking DemandStar, eVA or with the Issuing Office within 48 hours prior to the proposal closing to secure any Addenda issued as part of this RFP.

Oral comments and/or instructions do not form a part of this RFP. Changes or modifications to this RFP made prior to the date and time of closing will be addressed by Amendment from the Issuing Office. This RFP and any Amendment will be incorporated, by reference, into any resulting Agreement.

All questions shall be submitted no later than 5:00pm EST on Thursday, September 3, 2015, no late questions will be considered. The answers to questions submitted will be provided in Amendment 1 which shall be posted on Thursday, September 10, 2015. Questions regarding the answers provided in Amendment 1 shall be submitted no later than 5:00 PM EST on Monday, September 14,

2015, no late or new questions will be considered. Any answers to the questions will be posted in Amendment 2 on Wednesday, September 16, 2015, if necessary.

F. Schedule of Events:

Event	Date
RFP Issued	August 26, 2015
Pre-proposal conference	August 31, 2015 @ 11:00 AM EST
Question 1 Deadline	September 3, 2015 @ 5:00 PM EST
Addendum 1 Issued	September 10, 2015
Question 2 Deadline	September 14, 2015 @ 5:00 PM EST
Addendum 2 Issued	September 16, 2015
Proposals Due	September 22, 2015 @ 2:00 PM EST
Oral Presentations	Week of October 6, 2015
Negotiations	Week of October 6, 2015
Intent to Award posted	TBD
Executed document	TBD
Contract begins	November 1, 2015

G. RFP Closing:

Offeror shall ensure its Proposal is delivered to and is time stamped by the Issuing Office no later than the Closing Date and Time shown on the cover page of this RFP. Proposals received after the specified date and time (time stamped 2:01 P.M. or later) will not be considered and will be returned to the Offeror unopened.

Proposal Binding For One-hundred Eighty (180) Days:

Offeror agrees that its proposal shall be binding and may not be withdrawn for a period of one-hundred eighty (180) calendar days after the scheduled closing date of this RFP.

H. Disposition of Proposals:

All materials submitted in response to this RFP will become the property of the City on receipt by the City. One (1) copy of each proposal shall be retained for official files and will become a public record after the award and open to inspection under the Virginia Freedom of Information Act ("VFOIA"). It is understood that the proposal will become a part of the official file on this matter without obligation on the part of the City except as to the disclosure restrictions contained in letter J, "Proprietary Information/Non-Disclosure."

I. Proprietary Information/Non-Disclosure:

Offeror is advised that City Code section 33.1-9 and Section 2.2-4342 of the Code of Virginia, 1950, as amended, shall govern public inspection of all records submitted by Offeror. Specifically, if Offeror seeks to protect any proprietary data or materials, pursuant to Section 2.2-4342, Offeror shall: invoke the protections of this section prior to or upon submission of the data or other

materials, provide a statement that identifies the data or other materials to be protected and that states the reasons why protection is necessary. Submit trade secrets, confidential documents or other proprietary information under separate cover in a sealed envelope clearly marked "PROPRIETARY". Note: construction drawings and plans of the Jail facility are excluded from the provisions of the Virginia Freedom of Information pursuant to § 2.2-3705.2(2) of the Virginia Code (1950), *as amended*.

Information submitted that does not meet the above requirements will be considered public information in accordance with State statutes. References to the proprietary information may be made within the body of the proposal; however, all information contained within the body of the proposal shall be public information in accordance with State statutes. Trade secrets, confidential documents or proprietary information submitted by an Offeror in conjunction with this RFP are not subject to public disclosure under the VFOIA. Information submitted that does not meet the above requirements will be considered public information in accordance with the VFOIA. An all-inclusive statement that the entire Proposal is proprietary and/or confidential is unacceptable. A statement that Offeror's costs and/or proposal pricing are to be protected is unacceptable. Offeror will be requested to remove any such statement(s) in order to be eligible for further consideration.

J. Confidential Information:

Offerors shall keep confidential all construction drawings and plans of the Jail facility as well as any information relating to the structural components, security equipment and security systems provided by the City and/or NSO during the procurement process. Construction drawings and plans are excluded from the provisions of the Virginia Freedom of Information pursuant to § 2.2-3705.2(2) of the Virginia Code (1950), *as amended*, and will not be subject to inspection pursuant to § 33.1-9 of the Norfolk City Code.

K. Offeror Obligation:

Offeror shall carefully examine the contents of this RFP and any subsequent addenda and inform itself fully of the conditions relating to services required herein. Failure to do so shall not relieve the successful offeror of its obligation to fulfill the requirements of any agreement resulting from this RFP.

L. Anti-Collusion:

Collusion or restraint of free competition, direct or indirect, is prohibited. Offerors are required to execute the anti-collusion statement. See Attachment A.

M. Ethics in Public Contracting:

The Offeror shall familiarize itself with Chapter 33.1, Article VII (§§ 33.1-86 through 33.1-93) of the Code of the City of Norfolk, Virginia, 1979, as amended, entitled "ETHICS IN PUBLIC CONTRACTING," , which is attached. See Attachment B. The Contractor shall abide by such provisions in submission of its proposal and performance of any resulting agreement.

N. Nondiscrimination:

The Offeror agrees that it will adhere to the nondiscrimination requirements set forth in § 33.1-53 of the Norfolk City Code, , which will be incorporated into any resulting agreement. See Attachment C.

O. Debarment Certification:

The certification regarding debarment, suspension, proposed debarment, and other responsibility matters attached to this RFP must be executed and returned with proposals. See Attachment D.

P. Indemnification:

The Contractor shall indemnify and save harmless the City of Norfolk, Virginia, the Norfolk Sheriff's Office and their representatives from and against losses and claims, demands, suits, actions, payments and judgments arising from personal injury or otherwise, brought or recovered against the City or its representatives by reason of any negligent act or omission of the Consultant, its agents, servants or employees, in the execution of the contracted work, including any and all expense, legal and otherwise, incurred by the City or its representatives in the defense of any claim or suit.

Q. Insurance Requirements:

1. Offeror shall submit to the Issuing Office Certificates of Insurance, prior to beginning work under the resulting agreement and no later than five (5) days after award of the agreement.
2. All policies of insurance required herein shall be written by insurance companies licensed to conduct the business of insurance in Virginia, and acceptable to the City, and shall carry the provision that the insurance will not be cancelled or materially modified without thirty days (30) prior written notice to the City of Norfolk.
3. The certificates of insurance shall list the City of Norfolk and the Norfolk Sheriff's Office as additional insureds for the specified services as outlined in this RFP.

Insurance shall be maintained during the entire term of the resulting contract and any extensions or renewals and shall be of the following forms and limits:

<u>Forms</u>	<u>Limits</u>
<i>Workers' Compensation</i>	Statutory
<i>Employer's Liability Insurance</i>	\$500,000 per accident/injury
<i>Automobile Liability</i>	\$1,000,000 Combined Single Limit, or \$500,000 each person, \$1,000,000 each accident
<i>Commercial General Liability, including Contractual Liability and Products and Completed Operations Coverage</i>	\$1,000,000 per occurrence, \$3,000,000 general aggregate

The establishment of minimum limits of insurance by the City does not reduce or limit the liability or responsibilities of the Offeror.

R. Tax Exemption:

The City is exempt from federal excise tax and from all State and local taxes. Offeror shall not include such taxes in any invoices under the resulting agreement. Upon request, the City will furnish the Offeror with tax exemption certificates or the City's tax exempt number.

S. Compliance with Federal Immigration Law:

The Offeror shall certify that, at all times during which any term of an agreement resulting from this RFP is in effect, it does not and shall not knowingly employ any unauthorized alien. For purposes of this section, an “unauthorized alien” shall mean any alien who is neither lawfully admitted for permanent residence in the United States nor authorized to be employed by either Title 8, section 1324a of the United States Code or the U.S. Attorney General. See Attachment E.

T. Compliance with State Law – Authorization to Transact Business in the Commonwealth:

Offeror shall represent that it is organized as a stock or non-stock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership and is authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 or as otherwise required by law. See Attachment F.

U. Solicitation:

The Offeror shall not solicit, entice, hire, or otherwise interfere with the employment relationship of any employees of the City with whom the Offeror comes into contact as a result of work under this procurement during the term of the resulting agreement and for six (6) months thereafter.

V. Award:

The award of a contract shall be at the sole discretion of the City. Award will be made to the Offeror whose proposal is determined to be most advantageous to the City, taking into consideration the evaluation factors set forth in this RFP. The City reserves the right to accept or reject any or all proposals in whole or in part and to waive informalities. The City also reserves the right to enter into any contract deemed to be in its best interest.

Offerors shall submit proposals, in accordance with the RFP requirements and maintain compliance with all federal, state and local laws and regulations. The City further reserves the right to make award(s) based on initial proposals submitted without further discussion of the proposals or deliberation. Therefore, the proposals should be submitted initially on the most favorable terms that the offerors can propose with respect to both price and technical capability. The contents of the proposal(s) of the selected offeror(s), as negotiated, will be incorporated and made a part of any City contractual obligation when the award(s) is made. Proposals will be initially evaluated on the basis of the written material provided, with clarifications requested as needed by the Office of the Purchasing Agent.

W. Protests:

Any Offeror, who desires to protest the award or decision to award a contract, shall submit the protest in writing to the City’s Purchasing Agent no later than ten (10) days after the award or the announcement of the decision to award, whichever occurs first. Public notice of the award or the announcement of the decision to award shall be given by the City, in the manner prescribed in the terms or conditions of the RFP.

No protest shall lie for a claim that the selected Offeror is not a responsible Offeror.

Notwithstanding the requirements specified herein, the written protest shall be addressed to the City's Purchasing Agent and shall include the basis for the protest and the relief sought to be considered valid. The City shall issue a decision in writing stating the reasons for the action taken. This decision shall be final unless the Offeror appeals within ten (10) days of receipt of the written decision by instituting legal action as provided in City Code §33.1-106. Nothing in this subsection shall be construed to permit an Offeror to challenge the validity of the terms or conditions of the RFP. Pending final determination of a protest or appeal, the validity of a contract awarded and accepted in good faith in accordance with this RFP shall not be affected by the fact that a protest or appeal has been filed.

SECTION III– PROPOSAL SUBMITTAL REQUIREMENTS

A. GENERAL:

Proposals must be submitted in hard copy, ONE (1) fully executed copy of Request for Proposals (“RFP”) cover page for this solicitation, which shall be the first page in the first section of the Proposal. The copy of the Proposal Form in the Proposal marked “ORIGINAL”, shall include an original longhand signature. The additional copies required herein may be photocopies of the original. Copies shall not deviate in any way from the original.

The Offeror’s proposal shall address the below areas, not exceeding the stated page limitations (if any). The proposal shall be limited to a page size of 8 ½” x 11”, single space and type size shall not be less than 10 point font for each response item. Note: for page-counting purposes, a page equals a one-sided sheet. If a page limit is not noted within the section below, there is no page limit.

Offerors shall submit their proposals with the required information in the order listed below. Additional instructions are in the Instructions to Offerors section of this RFP.

B. PROPOSAL STANDARDS:

Proposals submitted in response to this solicitation shall meet standards of professional writing established for the type of report or written material provided, shall be thoroughly researched for accuracy of content and shall be submitted in a format outlined herein. Whenever possible, proposals submitted in response to this RFP shall comply with the following guidelines:

All copies shall be printed on **at least thirty percent (30%) recycled-content** and/or tree-free paper;
All copies shall be double-sided;

Covers or binders shall be recyclable, made from recycled materials, and/or easily removable to allow for recycling of pages (proposals with glued bindings that meet all other requirements are acceptable);

The use of plastic covers or dividers should be avoided;
; and

Numbered tabs and dividers are required for each of the sections listed and in the order below:

- I. RFP COVER PAGE & REQUIRED DOCUMENT
- II. INTRODUCTION TO OFFEROR
- III. TECHNICAL DETAILS
- IV. SOLUTION EXPERIENCE
- V. IMPLEMENTATION PLAN AND METHODOLOGY
- VI. PROJECT ORGANIZATION AND STAFFING
- VII. REFERENCES
- VIII. PRICING
- IX. WARRANTY
- X. EXCEPTIONS TO THE CITY’S CONTRACTUAL TERMS AND CONDITIONS

C. PROPOSAL SUBMISSION:

One (1) proposal with a Proposal Cover Page containing an original longhand signature, and five (5) additional copies, each including a photocopy of the original signed Proposal Cover Page (six (6) copies total), and six (6) electronic CD copies, shall be submitted by hand in a sealed envelope no later than the time and date deadline specified in this solicitation to:

City of Norfolk, Virginia
Office of the Purchasing Agent
Suite 250
232 E. Main Street
Norfolk, Virginia 23510

Timely submission of the proposal is solely the responsibility of the Offeror. Proposals received after the specified date and time will be rejected. The exterior of the envelope or package shall indicate the name of the Offeror, the scheduled proposal submission date and time, and the number of the solicitation. The time and date of receipt shall be indicated on the envelope or package by the Office of the Purchasing Agent. Proposals not submitted in the number of copies requested are subject to immediate rejection. Proposals submitted by facsimile or electronically will not be accepted.

Failure to submit a proposal with a fully-completed RFP Cover Page using the Cover Page provided in this RFP shall be cause for rejection of the proposal. The Cover Page must be signed by a person authorized to legally bind the Offeror.

Modification of or additions to any portion or terms of the RFP may be cause for rejection of the proposal; however, the City reserves the right to decide, on a case by case basis, in its sole discretion, whether or not to reject such a proposal as nonresponsive.

Proposals and all documents related to this RFP submitted to the City by an Offeror shall, upon receipt by the City, become the property of the City.

Offerors shall respond to this RFP with written proposals in the format outlined below. The proposal shall include as a minimum of the following sections, each under separate tabs:

I. RFP COVER PAGE & REQUIRED DOCUMENTS

Offerors shall submit the following documents, completed as required, with their proposal:

- Offerors shall complete the first page of the RFP, sign and submit with their proposals.
- Proof of Required Insurance
- Class "A" Virginia General Contractor
- Department of Criminal Justice Services Licensed
- Attachments A-G
- Certifications and/or letter from HMI and PLC manufacturer(s) that the firm is an authorized installer and maintenance provider.
- Certifications and/or letter from VMS manufacturer(s) that the firm is an authorized installer and maintenance provider.
- Certifications and/or letter from Intercom manufacturer(s) that the firm is an authorized installer and maintenance provider.
- Provide letters from the Offeror, Subcontractors and HMI/PLC, VMS & Intercom manufacturers guaranteeing maintenance support of the proposed system(s) for a period of five years from final completion/acceptance.

II. INTRODUCTION OF OFFEROR

The Offeror's proposal shall contain an executive summary that summarizes why its firm is the most qualified for this scope of work, anticipated challenges, and innovative approaches, and opportunities for cost savings.

III. TECHNICAL DETAILS

Offerors shall provide the following ***System Specifications and Diagrams***:

- a) Product/System Brochures and Specifications
- b) System user security
- c) Sales brochures and product specifications for each major system and component in this section in the following order:
 1. Programmable Logic Controllers

2. Video Management System and cameras
 3. Intercom System/Public Address System
 4. Cabling Infrastructure
 5. Door Controls
 6. Additional Items
- d) Detail how the system is non-proprietary
 - e) Example GUI displays for end user operation

Offeror shall provide detailed PLC functionality descriptions including, but not limited to the list below. Colored Screenshots of each function are required with proposal:

- a) PLC system including screen display during non-event times and how the screen reacts to events.
- b) How floor plans (multiple levels) are displayed on GUI
- c) How the operator activates and engages cameras, doors and intercoms
- d) How the System acknowledges alarms
- e) Elevator controls
- f) Door lock/unlock and door interlock
- g) Camera call up functions
- h) Intercom/PA
- i) How System operator can temporarily disable specific intercom stations when needed
- j) Duress alarms
- k) Inmate panic/door open buttons
- l) Lighting controls
- m) Electrical receptacle controls
- n) Emergency procedures
- o) How System displays door status (secure, unsecure, forced entry, etc.)

IV. SOLUTION EXPERIENCE

Offeror shall provide information describing its experience, capabilities and other qualifications for this project, including information about the company providing the software and the company providing implementation services, as applicable.

The Offeror shall restate each question or information request verbatim from this solicitation and include a response. A response is required for each item.

Item #	Description
1.	Provide a brief description of the company providing the software, including the history of acquiring the proposed solution if applicable.
2.	Provide a brief description of the company providing the implementation services, if different from the company providing the software.
3.	Provide information about the proposed solution as it relates to this RFP, including the number of years the company has been supporting the proposed solution in a production environment.
4.	Provide a list of the proposed software by module, including third party products. Describe your proposed licensing model (e.g. named, concurrent, enterprise, and module).

Item #	Description
5.	Describe what differentiates the Offeror and its solution from competitors.
6.	Describe the Offeror's long term development strategy and plans to ensure that the solution proposed and the firm remains viable in the marketplace, including future direction of the technology and products proposed.
7.	<p>Provide information on jurisdictions using or implementing the proposed solution preferably those jurisdictions that are comparable to the City of Norfolk Jail based upon characteristics such as facility description, population size, similarity to Norfolk's Jail such as scope of project, modules used and system functionality. Installations or upgrades must have been completed and put into production use within the last five(5) years from the issuance date of this RFP and include the following information:</p> <ul style="list-style-type: none"> • Jurisdiction Name • Point of Contact ("POC") Name • POC Role (preferably the Contract Project Manager) • POC E-mail Address • POC Phone Number • Jurisdiction Population • Number of users • Modules implemented • Year of implementation • Estimated Duration of implementation • Actual Duration of implementation • Original Contract Amount • Final Actual Contract Amount • On-site or Hosted Solution • Names of the key personnel supporting the implementation.
8.	For each of the projects listed in #7 above, rate your performance on the project using a scale from 1 - 10 with 1 being poor performance and 10 being superb performance. Provide an explanation for each rating

V. IMPLEMENTATION PLAN AND METHODOLOGY

Offerors shall provide information describing its implementation plan and methodology with specific focus on project management, testing, and training.

The Offeror shall restate each question or information request verbatim from this RFP and include a response. A response is required for each item.

Item #	Description
Implementation Plan and Methodology	
1.	Describe the methodology to be used in implementing the Offeror's proposed solution for the City. Describe in detail the stages of the overall process and the tools that will be used. Describe proposed best practices in phasing the production rollout (e.g. by floor, section, by module, etc.).
2.	Provide a proposed implementation work plan with milestones, deliverables and major tasks and sub-tasks. The work plan should support the single recommended approach to the technical environment. It shall be presented in a Gantt chart showing proposed start and end dates. For each milestone, deliverable and task, the work plan shall identify the Offeror's and City resources, man hours and pricing per position hour and major tasks and sub-tasks. Project dependencies and critical path must be identified.
3.	Provide a description of the proposed approach to mapping business processes to system functionality to achieve best practices and provide maximum value.

Item #	Description
4.	Provide a description of how the proposed approach will maintain current operations of the Jail's current management system.
Project Management	
5.	Describe the project management practices, methodologies and/or techniques that would be used to manage costs, schedule, scope and resources.
6.	Identify significant risks to the project's success, including risk to functionality, performance, schedule and cost. Include approaches to mitigate those risks.
7.	Provide a description of the proposed approach to managing the business process and employee role changes that are inevitable with implementation of the new System.
8.	Describe what project management tools will be used to mitigate risk of current system downtime and how the Offeror will respond to a current system failure if it should occur.
Testing	
9.	Describe the approach to testing the solution, including the test scripts development, oversight of testing cycles, and issue management.
Training	
10.	Describe the proposed training approach tailored for the City.
11.	Describe the proposed approach to modifying the training program and materials to meet the offerors current solution version and client's unique requirements (to reflect customizations to screens and processes, or to teach business processes in addition to the System functions).

VI. PROJECT ORGANIZATION AND STAFFING

Offerors shall provide information describing its project organization and staffing for this implementation.

The Offeror shall restate each question or information request verbatim from this solicitation and include a response. A response is required for each item.

Item #	Description
1.	Provide a list of project team staff proposed to implement the solution, including the following information in a table format: <ul style="list-style-type: none"> • Role/Position Title (indicate which are key personnel); • Description of the Role/Position; • Role/Position Responsibilities; and • Percentage of time the role will be dedicated to this project.
2.	Describe the approach for providing on-site support. Include a table with the project milestone and/or task, number of trips for the specified project milestone and/or task, and the position titles of the on-site team.
3.	Provide the following information for the roles indicated as key personnel in the response to the first question: <ul style="list-style-type: none"> • Staff Name; • Years of experience in proposed role; • Years of experience with Offeror; • Years of Experience with permitting and land management; and • List of projects for which the person has supported highlighting those projects included in the client list using or implementing the proposed solution (Question #7 in the Solution Experience section).
4.	Provide resumes for staff indicated as key personnel (Not included in page limitation).

Item #	Description
5.	List any assumptions for estimating the Offeror staff resources necessary to meet the needs of the project.
6.	Describe the Offeror's plan for maintaining continuity in the composition of the proposed project team.
7.	Describe the Offeror's management structure and the methods to ensure adequate oversight and executive direction for the project, including management of subcontractors if applicable.

VII. REFERENCES

Provide names, addresses and telephone numbers of at least three (3) jurisdictions for whom your organization provided services as requested above in the past two (2) years, from the date of issuance of this RFP. At a minimum, Offerors shall provide the following information: Name of an individual from that jurisdiction that can provide information regarding the quality of services provided by your firm; Contact person's e-mail address, and phone number; and Description of the services provided by your firm for the client.

VIII. PRICING (Separate sealed envelope)

Provide pricing in the Attachment G, "Pricing Table." The City reserves the right to award to one or more Offerors. The pricing total for 5 years per service will then be used in a calculation to obtain up to 20 points.

IX. WARRANTY

Offerors shall furnish with their proposals, information in relationship to the type of on-site warranty and preventive maintenance program during the initial warranty period. The offeror will also include an annual support and maintenance agreement. This agreement shall cover all items related to the system installed by the contractor and all items deemed usable from the existing system by the contractor. Include annual cost, details of what is covered, how often preventive maintenance is performed per year, the methods to obtain support and response levels.

X. EXCEPTIONS TO THE CITY'S CONTRACTUAL TERMS AND CONDITIONS

Identify any exceptions to the City's contractual provisions set forth in the Agreement attached as Attachment H, including any proposed revision(s), and an explanation of why any such revision is needed. NOTE: review of exceptions to the City's Contractual Terms and Conditions will not be performed during the evaluation of written proposal, and is therefore not part of the evaluation criteria for review of written proposals.

D. PROPOSAL EVALUATION PROCESS:

Evaluation of proposals will be under the complete jurisdiction of the City. It is the intent of this RFP that all services be prepared complete in all respects without need by the City for engaging separate technical expertise of services. An evaluation committee will review and evaluate all written proposals and identify Offerors that may be invited to submit more detailed proposals, conduct oral presentations, and/or provide product or service demonstrations. The evaluation of written proposals will be based on the evaluation criteria identified elsewhere in this RFP. The evaluation committee will rely upon the information provided in the written proposals submitted in order to select finalists. Subsequent stages of the process to select firms for negotiations, may

include but are not limited to review of more detailed proposals, oral presentations, or demonstrations. If such subsequent stages are conducted, they will be evaluated based on the same evaluation criteria used to evaluate written proposals, as relevant to the areas being evaluated. The City may award a contract or initiate negotiations with one or more offerors without further contact with any other offerors. Upon receipt of the proposals, the City will evaluate all materials submitted by responding firms and rank the proposals using the following 100-point scale:

Criterion	Points
Proposed System	30
Offeror	
Qualifications and Experience	15
References	5
Years in Business	5
Quality of RFP Response	5
Plan/Schedule	
Proposed Installation Schedule	10
Proposed Cutover Plan	10
Price	20
TOTAL	100

The Evaluation committee will evaluate the proposals based upon the evaluation criteria. The Evaluation Committee will compute the total of 20 points for pricing using the following equation:

$$\begin{aligned} &\text{lowest/individual totals} = X \\ &X(.20) \\ &= \text{point number received for price} \end{aligned}$$

E. PRESENTATION PREPARATION:

If, in the City's opinion, Offeror presentations or demonstrations of the proposals are warranted, the City will notify the selected Offerors. Such presentations or demonstrations will be at a City site at a date and time mutually agreed to between the City and Offeror and travel will be at the Offeror's expense.

F. PREPARATION OF PROPOSALS:

In presenting their proposals, Offerors are encouraged to be thorough in addressing the specific requirements and scope of work in the RFP, the Proposal Submittal Requirements, and the Preparation of Proposals items outlined in this RFP.

It is solely the Offeror's responsibility to ensure that all pertinent and required information is included in its proposal. Failure to adhere to the described format and to include the required information could result in disqualification or a poor evaluation of the Offeror's proposal. The City reserves the right to determine if a proposal is incomplete or non-responsive. Each element should be completed and omissions shall be explained. Exceptions/Alternatives - Detail any exceptions taken to the Scope of Services or any other provision of this RFP under TAB X. For each exception, Offeror will specify the RFP page number, section number, and the exception taken. Offeror must not incorporate its standard contract document into its proposal, by reference or in full text,

without listing each exception it represents to the terms and conditions of this RFP, as described in the Exceptions/Alternatives section of this RFP.

G. COST INCURRED IN RESPONDING:

This RFP does not commit the City to pay any costs incurred in the preparation and submission of proposals or in making necessary studies or designs for the preparation thereof, nor to procure or contract for services.

Attachment A: Anti-Collusion Statement

TO ALL OFFERORS: EXECUTE AND RETURN WITH PROPOSAL DOCUMENTS.

In the preparation and submission of this proposal, on behalf of _____ (name of Offeror), we did not either directly or indirectly enter into any combination or arrangement with any person, firm or corporation, or enter into any agreement, participate in any collusion, or otherwise take any action in the restraint of free competition in violation of the Sherman Anti-Trust Act, 15 USCS § 1 *et seq.*, or the Conspiracy to Rig Bids to Government statutes, Virginia Code §§ 59.1-68.6 through 59.1-68.8.

The undersigned Offeror hereby certifies that this proposal, or any claims resulting therefrom, is not the result of, or affected by, any act of collusion with, or any act of, another person or persons, firm or corporation engaged in the same line of business or commerce; and, that no person acting for, or employed by, the City of Norfolk has an interest in, or is concerned with, this proposal; and, that no person or persons, firm or corporation, other than the undersigned, have or are interested in this proposal.

Signature: _____

Name: _____

Title: _____

Date: _____

Remaining page intentionally left blank.

Attachment B: Ethics in Public Contracting

Sec. 33.1-86. Purpose (Virginia Code §2.2-4367).

The provisions of this chapter supplement, but do not supersede, other provisions of law including, but not limited to, the State and Local Government Conflict of Interests Act, Virginia Code § 2.1-347 to § 2.1-358, the Virginia Governmental Frauds Act, Virginia Code § 18.2-498.1 to § 18.2-501, and statutory prohibitions against bribery, (Virginia Code § 18.2-438 to § 18.2-450). The provisions of this article apply notwithstanding the fact that the conduct described may not constitute a violation of the State and Local Government Conflict of Interests Act. (Ordinance No. 34,573, 2, 8/1/87).

Sec. 33.1-87. Proscribed participation by public employees in procurement transactions (Virginia Code §2.2-4369) (Ord. No. 34,573, 2, 8/1/87).

No public employee having official responsibility for a procurement transaction shall participate in that transaction on behalf of the City when the employee knows that:

1. The employee is contemporaneously employed by a bidder, offeror or contractor involved in the procurement transaction; or
2. The employee, the employee's partner, or any member of the employee's immediate family holds a position with a bidder, offeror or contractor such as an officer, director, trustee, partner or the like, or is employed in a capacity involving personal and substantial participation in the procurement transaction, or owns or controls an interest of more than five percent; or
3. The employee, the employee's partner, or any member of the employee's immediate family is negotiating, or has an arrangement concerning, prospective employment with a bidder, offeror or contractor.

Sec. 33-1-88. Solicitation or acceptance of gifts (Virginia Code §2.2-4371).

No public employee having official responsibility for a procurement transaction shall solicit, demand, accept, or agree to accept from any bidder, offeror, contractor or subcontractor any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal or minimal value, present or promised, unless consideration of substantially equal or greater value is exchanged. The City may recover the value of anything conveyed in violation of this section.

Sec. 33.1-89. Disclosure of subsequent employment (Virginia Code §2.2-4370).

No public employee or former public employee having official responsibility for procurement transactions shall accept employment with any bidder, offeror or contractor with whom the employee or former employee dealt in an official capacity concerning procurement transactions for a period of one year from the cessation of employment by the City unless the employee, or former employee, provides written notification to the City manager prior to commencement of employment by that offeror.

Sec. 33.1-90. Gifts by Bidders, offerors, contractors or subcontractors (Virginia Code §2.2-4371).

No bidder, offeror, contractor or subcontractor shall confer upon any public employee having official responsibility for a procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value present or promised, unless consideration of substantially equal or greater value is exchanged.

Sec. 33.1-91. Kickbacks (Virginia Code §2.2-4372).

1. No contractor or subcontractor shall demand or receive from any of his suppliers or his subcontractors, as an inducement for the award of a subcontract or order, any payment, loan, subscription, advance, deposit of money, services or anything, present or promised, unless consideration of substantially equal or greater value is exchanged.
2. No subcontractor or supplier shall make, or offer to make, kickbacks as described in this section.
3. No person shall demand or receive any payment, loan, subscription, advance, deposit of money, services or anything of value in return for an agreement not to compete on a public contract.
4. If a subcontractor or supplier makes a kickback or other prohibited payment as described in this section, the amount thereof shall be conclusively presumed to have been included in the price of the subcontract or order and ultimately borne by the City and will be recoverable from both the maker and recipient. Recovery from one offending party shall not preclude recovery from other offending parties.

Sec. 33.1-92. Purchase of building materials, supplies or equipment from architect or engineer prohibited (Virginia Code §2.2-4374).

Except in cases of emergency, no building materials, supplies or equipment for any building or structure constructed by or for the City shall be sold by or purchased from any person employed as an independent contractor by the City to furnish architectural or engineering services, but not construction, for such building or structure, or from any partnership, association, or corporation in which such architect or engineer has a pecuniary interest.

Sec. 33.1-92.1. - Participation in bid preparation; limitation on submitting bid for same procurement (Virginia Code §2.2-4373).

No person who, for compensation, prepares an invitation to bid or request for proposals for or on behalf of the city shall:

- (i) Submit a bid or proposal for that procurement or any portion thereof; or
- (ii) Disclose to any bidder or offeror information concerning the procurement that is not available to the public. However, the city may permit such person to submit a bid or proposal for that procurement or any portion thereof if the city determines that the exclusion of the person would limit the number of potential qualified bidders or offerors in a manner contrary to the best interests of the City.

Sec. 33.1-93. Penalty for violation (Virginia Code §2.2-4377).

Willful violation of any provision of this article shall constitute a class 1 misdemeanor. Upon conviction, any public employee, in addition to any other fine or penalty provided by law, shall forfeit his employment.

Initial: _____

Attachment C: Nondiscrimination

Sec. 33.1-53. Employment discrimination by contractor prohibited (Virginia Code §2.2-4311)

Every contract over \$10,000 shall include or incorporate by reference the following provisions:

1. During the performance of this contract, the contractor agrees as follows:

a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin, except where religion, sex, or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.

c. Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

1. The contractor will include the provisions of the foregoing paragraphs a, b, and c in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

Initial: _____

Remaining page intentionally left blank.

Attachment D: Debarment Certification

Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters

I. CERTIFICATION.

The offeror certifies, to the best of its knowledge and belief, that—

(i) The offeror and/or any of its Principals—

(A) Are ___ are not ___ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any federal, state or local agency;

(B) Have ___ have not ___, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) contract or subcontract; violation of federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are ___ are not ___ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.

(ii) The offeror has ___ has not ___, within a three-year period preceding this offer, had one or more contracts terminated for default by any federal, state or local agency.

“Principals,” for the purposes of this certification, means officers; directors; City’s; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

II. INSTRUCTIONS.

a. The offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

b. A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this RFP. However, the certification will be considered in connection with a determination of the offeror’s responsibility. Failure of the offeror to furnish a certification or provide such additional information as requested by the appropriate City purchasing official may render the offeror non-responsible.

c. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

d. The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the offeror/PPEs knowingly rendered an erroneous certification, in addition to other remedies available to the City, the appropriate City purchasing official may terminate the contract resulting from this solicitation for default.

III. **NOTICE.**

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

Signature: _____

Name: _____

Date: _____

Attachment E: Compliance with Federal Immigration Law

1. CERTIFICATION.

The offeror certifies, to the best of its knowledge and belief, that -

The offeror or any of its Principals at all times during which any term of the resulting agreement is in effect, (Please fill in with your enterprise's complete name)

_____ does not and shall not knowingly employ any unauthorized alien. For purposes of this section, an "unauthorized alien" shall mean any alien who is neither lawfully admitted for permanent residence in the United States nor authorized to be employed by either Title 8, section 1324a of the United States Code or the U.S. Attorney General.

2. INSTRUCTIONS.

a. The offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

b. A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the offeror's responsibility. Failure of the offeror to furnish a certification or provide such additional information as requested by the appropriate City purchasing official may render the offeror non-responsible.

c. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

d. The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the offeror knowingly rendered an erroneous certification, in addition to other remedies available to the City, the appropriate City purchasing official may terminate the contract resulting from this solicitation for default.

3. NOTICE.

This certification concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under section 1001, Title 18, United States Code.

Signature: _____

Name: _____

Title: _____

Date: _____

Attachment F: Compliance with State Law – Authorization to Transact Business in the Commonwealth of Virginia

I. CERTIFICATION.

A. The offeror (Please fill in with your enterprise's complete name)

_____ certifies that it is organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50.

The identification number issued to offeror by the State Corporation Commission:

B. Offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law shall describe why it is not required to be so authorized:

II. INSTRUCTIONS.

a. The offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

b. A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the offeror's responsibility. Failure of the offeror to furnish a certification or provide such additional information as requested by the appropriate City purchasing official may render the offeror non-responsible.

c. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

d. The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the offeror knowingly rendered an erroneous certification, in addition to other remedies available to the City, the appropriate City purchasing official may terminate the contract resulting from this solicitation for default.

Signature: _____

Name: _____

Title: _____

ATTACHMENT G: PRICING FORM

ATTACHMENT H: CONTRACT FORM